



San Bernardino Associated Governments

472 North Arrowhead Avenue, San Bernardino, CA 92401

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Web: www.sanbag.ca.gov



•San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

DATE: April 2, 2003

TO: Consultants

FROM: Ginger Ryba
Data Program Administrator

SUBJECT: Automated Traffic Collision Analysis System Request for Proposals

San Bernardino Associated Governments (SANBAG) is soliciting proposals from interested and qualified firms to provide consultation services to implement a countywide automated traffic collision analysis system. The system will provide the analytical tools needed for engineering action to be taken at locations with a high risk of collisions. The Contractor will work for SANBAG and coordinate with SANBAG and its member jurisdictions to complete the work described in the RFP.

Firms or individuals intending to submit proposals should note the schedule contained in Section **VII**, Schedule for Consultant Selection, of the RFP. It is our desire to have the selected firm or individual(s) under Contract no later than **June 4, 2003**. Firms or individuals submitting proposals for this project will be evaluated based on qualifications and experience on similar projects.

The RFP is posted on the SANBAG website at www.sanbag.ca.gov under *Opportunities*. Please refer to the website for a copy of the RFP.

All proposals will become public information upon submission to SANBAG. SANBAG will not be responsible for proprietary information contained in the proposals.

Six copies of the proposal must be submitted to SANBAG's San Bernardino office by 4:00 P.M. on **May 2, 2003**.

Proposals and correspondence should be directed to:

Ms. Ginger Ryba
Data Program Administrator
San Bernardino Associated Governments
472 North Arrowhead Avenue
San Bernardino, California 92401

SANBAG allows for clarification of this RFP and invites submittal of written questions. All questions and responses will be posted on SANBAG's website. If you would like to receive these questions and responses or any updates to the RFP by mail, or if you have any other comments regarding this RFP or the project, please contact Ginger Ryba at gryba@sanbag.ca.gov or (909) 884-8276.

SAN BERNARDINO ASSOCIATED GOVERNMENTS
(SANBAG)

REQUEST FOR PROPOSALS

FOR

THE DEVELOPMENT AND IMPLEMENTATION OF A COUNTYWIDE AUTOMATED
TRAFFIC COLLISION ANALYSIS SYSTEM

IN

SAN BERNARDINO COUNTY

Issued April 2, 2003

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	PROJECT AND SERVICES DESCRIPTIONS.....	1
III.	CONTRACT TYPE	1
IV.	PROPOSAL INSTRUCTIONS	2
	A. Cover Letter	2
	B. Contract Termination Circumstances	2
	C. Organizational Chart.....	3
	D. Proposal Contents.....	3
	E. Experience and Personnel.....	3
	F. Contract Comments	4
	G. Entire Proposal	4
	H. Changes	4
V.	CONSULTANT SELECTION	4
VI.	NEGOTIATIONS AND ENGAGEMENT.....	5
VII.	SCHEDULE FOR CONSULTANT SELECTION	5

I. INTRODUCTION

San Bernardino Associated Governments (SANBAG) is a joint powers authority formed in 1973 and serves as a subregional planning agency. SANBAG is also the County Transportation Commission and County Transportation Authority. The County of San Bernardino and all twenty-four cities within the County are members of SANBAG.

In October 2002, California Office of Traffic Safety awarded grant funding to establish an effective, easily maintained, GIS-based collision records and analysis system spanning at most 24 cities, the County & SANBAG in San Bernardino County. Three cities, shown in italics below, have not yet made a commitment to participate in this project. If they elect in, they will also be covered by this contract. The participating cities include:

Town of Adelanto	City of Montclair
City of Apple Valley	<i>City of Needles</i>
City of Barstow	City of Ontario
City of Big Bear Lake	City of Rancho Cucamonga
City of Chino	City of Redlands
City of Chino Hills	City of Rialto
City of Colton	City of San Bernardino
City of Fontana	City of Twentynine Palms
City of Grand Terrace	City of Upland
City of Hesperia	<i>City of Yucaipa</i>
City of Highland	Town of Yucca Valley
<i>City of Loma Linda</i>	City of Victorville

The system is intended to provide SANBAG, County staff, and all participating city traffic engineers and department managers, timely and accurate information with which to base resource allocation decisions regarding engineering and facility improvements, traffic enforcement programs, and other safety related programs.

II. PROJECT AND SERVICES DESCRIPTIONS

This project requires implementation of a countywide traffic collision analysis system that is accessible to SANBAG, the County of San Bernardino, and at most 24 participating member jurisdictions as specified in Exhibit "A", Scope of Services.

Additionally, the Contractor is required to coordinate and meet with SANBAG and its member jurisdictions during the project to provide information on performance of the project. The Contractor will be responsible for documenting meetings, providing interim project materials, project implementation, and final reports.

The proposal should describe the methodology to be used to accomplish the project. The proposal should also describe the work that will be necessary in order to satisfactorily complete the task requirements. All information and reports resulting from this project will become the property of SANBAG and California Office of Traffic Safety.

III. CONTRACT TYPE

The Contract issued will be based on specific hourly billing rates of compensation, hardware and software costs, and other contract approved expenses with a total not to exceed amount.

Any services provided by the Consultant that are not specifically covered by the Contract will not be reimbursed. It is the Consultant's responsibility to recognize and notify SANBAG when services not covered under the Contract have been requested or are required. The terms of the Contract will be effective for the duration of the project. SANBAG's sample Contract for this project is attached as Sample SANBAG Contract.

This RFP does not commit SANBAG to pay any costs incurred in the preparation of a proposal in response to this request. Proposer agrees that all costs incurred in developing its proposal are the Proposer's responsibility.

IV. PROPOSAL INSTRUCTIONS

Proposals will be accepted until 4:00 p.m. on **May 2, 2003**. Six copies are required. SANBAG reserves the right to accept or reject late proposals at its discretion. Acceptance of a late submittal shall not be construed to mean that SANBAG will process **any** late proposal. Proposals should be delivered to:

Ms. Ginger Ryba
Data Program Administrator
San Bernardino Associated Governments
472 North Arrowhead Avenue
San Bernardino, CA 92401

Proposals must contain the information listed below and must be compiled in the following format:

A. Cover Letter

Provide the following information:

- Summary description of the work to be performed by firm and each subconsultant firm proposed for the project and an estimate of the percentage of work to be performed by each firm.
- Location of the offices where services are to be performed. If services are to be shared among local firms and offices at different locations, indicate where each office is located and what services are to be performed in each office.
- In accordance with SANBAG Policy No. 11000-R7, Sect. 7.1.2.f, provide a response to the following question: Has your firm ever been terminated from a Contract? If the answer is yes, see item B below.
- A memorandum from a principal from each subconsultant firm indicating the specific portion of services the subconsultant will be performing.

B. Contract Termination Circumstances

If consultant has ever been terminated from a Contract, describe the facts and circumstances in detail.

C. Organizational Chart

- Show the relationships between personnel and support staff who are expected to participate on the project.
- For each person, indicate the firm with whom they are employed.
- Show the aspects of the services each person will be responsible for performing.

D. Proposal Contents

- Provide a statement and discussion of the project objectives, concerns, and sensitive key issues.
- The technical approach for performing the study, including a detailed Scope of Services, a program for executing the requirements and objectives of the project, the description of the technical approach to be followed on each major task or activity proposed to be performed, and an annotated outline of the proposed final report.
- A discussion of the difficulties expected or anticipated in performing the study together with a discussion of how the respondent proposes to overcome or mitigate against those difficulties.
- A detailed schedule for completion of the work, including performance and delivery schedules indicating phases or segments of the project, milestones, and significant events.
- A statement of the extent to which the proposer's proposed approach and Scope of Services will meet or exceed SANBAG's needs, and a discussion of how the respondent would modify the project, schedule, and/or cost to better meet these objectives.
- Where the Project and Services Descriptions does not adequately define the tasks required to provide complete professional services, provide descriptions of recommended additional services and programs. Include descriptions of proposed techniques or methods and procedures.

E. Experience and Personnel

- Describe how all parties included in the proposal are qualified to do the work outlined in the RFP. A list of relevant experience and expertise should be presented, including samples of previous work related to this request. The list of relevant work experience should include:
 1. Client Names and Agency Contact Persons, with Current Telephone Numbers.
 2. Description of Services Provided.
- Resumes for all personnel, including subcontractors assigned to the project, should be included in this section. A Project Manager (who will be the key SANBAG contact) and any additional project team members must be explicitly named, are subject to SANBAG approval, and must be maintained for the engagement. Any replacement for any personnel must be approved by SANBAG.

F. Contract Comments

Provide a written discussion of any objections or concerns relative to the terms and conditions of the sample SANBAG Contract set forth in Sample SANBAG Contract. Please note that SANBAG reserves the right to disqualify any consultant that does not provide a complete written discussion of its Contractual objections or to disqualify any consultant based on objections that SANBAG considers non-negotiable. SANBAG does not anticipate making substantive changes to the terms and conditions of the sample SANBAG Contract.

G. Entire Proposal

The Consultant's Proposal package shall be limited to 30 (8 1/2" x 11") pages single-sided. The page limit does not include the outside cover, section dividers, cover letters and subconsultant commitment memorandum, Contract comments, or duplication of the organizational chart. Proposals that do not contain the required information or do not contain the required number of copies, six, may not be accepted.

H. Changes

During the selection process, any changes in key consultant or subconsultant personnel identified in the proposal must be brought to the attention of SANBAG immediately.

V. CONSULTANT SELECTION

The primary objective of SANBAG is to select a highly qualified firm(s) or individual(s) to perform necessary professional services for SANBAG at a fair and reasonable cost. Reference the SANBAG Contracting Policy for the consultant selection process. In addition, SANBAG has established the following criteria for the selection process:

- A. The selection process shall be fair, open, and competitive.
- B. The selection of the consultant firm(s) or individual(s) will be based on clearly stated objectives.
- C. Selection of private consultant(s)/firm(s) shall be based upon demonstrated competence, professional qualifications, experience, familiarity with federal procedures, financial responsibility and capabilities to perform the required services rather than the lowest cost.
- D. The State agency responsible for regulating business will be contacted to verify that the consultant firm(s) or individual(s) is in good standing.
- E. Upon review of the Proposals by the Automated Traffic Collision Analysis System Steering Committee, a shortlist of firms will be invited to prepare for an interview. The pending Contract will be awarded to the responsible, responsive firm best conforming to the RFP, and who is in the opinion of SANBAG, most meets the needs of SANBAG. SANBAG reserves the right to reject any and all proposals and to negotiate with any responsible, responsive firm. SANBAG is under no obligation to issue Contracts for the subject services. SANBAG also reserves the right to wave technical defects in any proposal.

VI. NEGOTIATIONS AND ENGAGEMENT

Consultant will submit a sealed budget summary by task with a total overall budget as part of the proposal. Following the selection of a consultant, the selected firm will participate in final Contract negotiations with SANBAG staff, subject to Section IV, F, Contract Comments, above.

Please refer to the attached consultant selection schedule in Section VII, Schedule for Consultant Selection. Consultants are encouraged to include in their proposal any comments relating to the Project and Services Descriptions.

VII. SCHEDULE FOR CONSULTANT SELECTION

Issue Request for Proposals	April 2, 2003
Proposals Due	May 2, 2003
Select Consultant	May 16, 2003
SANBAG Board Approval (anticipated)	June 4, 2003

Dates are subject to change. Schedule updates or other updates may be posted on SANBAG's internet website: www.sanbag.ca.gov. Check the internet site during the proposal period for any such updates. If you are unable to download this information from the website, please contact SANBAG and the information will be mailed to you.

Contact List:

Questions/Comments	Ginger Ryba	(909) 884-8276
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SANBAG Contract No. 03-051

by and between

San Bernardino Associated Governments

and

for

The Development and Implementation of a Countywide Automated Traffic Collision Analysis System

FOR ACCOUNTING PURPOSES ONLY			
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____	Retention: <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Original <input type="checkbox"/> Amendment
Notes:			
Original Contract:	\$ <u>276,000</u>	Previous Amendments Total:	\$ _____
Contingency Amount:	\$ _____	Current Amendment:	\$ _____
Contingency Amount requires specific authorization by Task Manager prior to release.			
Contract TOTAL ➔			\$ <u>276,000</u>
Please include funding allocation for the original Contract or the amendment ➔			
Task	Cost Code	Funding Sources	Amounts
1 _____	_____	1 <u>Office of Traffic Safety Grant</u>	\$ <u>276,000</u>
2 _____	_____	2 _____	\$ _____
3 _____	_____	3 _____	\$ _____
Original Board Approved Contract Date:	<u>6/2/03</u>	Contract Start: <u>6/2/03</u>	Contract End: <u>9/30/04</u>
New Amend. Approval (Board) Date:	_____	Amend. Start: _____	Amend. End: _____
If this is a multi-year Contract/amendment, please allocate costs among fiscal years:			
Fiscal Year: <u>02/03</u>	Fiscal Year: <u>03/04</u>	Fiscal Year: <u>04/05</u>	
\$ <u>10,000</u>	\$ <u>236,000</u>	\$ <u>30,000</u>	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No			
CONTRACT MANAGEMENT			
Please mark an "X" next to all that apply:			
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Non-Local	<input type="checkbox"/> Local <input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____%			
Task Manager: Ty Schuiling		Contract Manager: Ginger Ryba	

Task Manager Signature	Date
------------------------	------

Contract Manager Signature	Date
----------------------------	------

Chief Financial Officer Signature	Date
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CONTRACT NO.: 03-051

EFFECTIVE DATE: April 2, 2003

By and between

**San Bernardino Associated Governments/
San Bernardino County Transportation Authority**

and

for

Development and Implementation

for

Countywide Automated Traffic Collision Analysis System

TABLE OF CONTENTS

I.	DESCRIPTION OF SERVICES	1
II.	PERFORMANCE SCHEDULE AND FORCE MAJEURE.....	1
III.	CONTRACT PRICE AND COST PRINCIPLES.....	2
IV.	AVAILABILITY OF FUNDS.....	2
V.	TAXES, DUTIES, FEES	3
VI.	INVOICING AND PAYMENTS.....	3
VII.	DOCUMENTATION AND RIGHT OF AUDIT	4
VIII.	RESPONSIBILITY OF THE CONSULTANT.....	4
IX.	REPORTING REQUIREMENTS/DELIVERABLES.....	4
X.	PERMITS AND LICENSES.....	4
XI.	TECHNICAL DIRECTION.....	4
XII.	CHANGES.....	6
XIII.	CONFLICT OF INTEREST.....	6
XIV.	KEY PERSONNEL.....	6
XV.	PROPRIETARY RIGHTS/CONFIDENTIALITY	7
XVI.	TERMINATIONS.....	8
XVII.	STOP WORK ORDERS.....	9
XVIII.	CLAIMS.....	9
XIX.	INSURANCE.....	9
XX.	INDEMNITY.....	10
XXI.	OWNERSHIP OF REPORTS AND DATA.....	10
XXII.	SUBCONTRACTORS.....	11
XXIII.	INSPECTION AND ACCESS.....	11
XXIV.	INDEPENDENT CONTRACTOR.....	11
XXV.	PRECEDENCE.....	11
XXVI.	COMMUNICATIONS AND NOTICES	12
XXVII.	DISPUTES.....	12
XXVIII.	GRATUITIES.....	13
XXIX.	REVIEW AND ACCEPTANCE.....	13
XXX.	SAFETY.....	13
XXXI.	ASSIGNMENT.....	13
XXXII.	AMENDMENTS	13

XXXIII. GOVERNING LAW 14

XXXIV. SUSPENSION OF SERVICES..... 14

XXXV. ENTIRE DOCUMENT..... 14

XXXVI. ATTORNEYS’ FEES AND JURY TRIAL WAIVER..... 15

XXXVII. WARRANTY..... 15

**XXXVIII. OFFICE OF TRAFFIC SAFETY (OTS) GENERAL TERMS, CONDITIONS, AND
CERTIFICATIONS..... 15**

CONTRACT
FOR
CONSULTING SERVICES

This Contract, entered into this _____ day of _____ by the firm of _____ (hereinafter called CONSULTANT) whose address is:

Tax Payer Identification Number: _____

and San Bernardino Associated Governments (hereinafter called SANBAG) whose address is:

472 North Arrowhead Avenue
San Bernardino, California 92401

Whereas, SANBAG desires CONSULTANT to perform certain technical services as hereinafter described and CONSULTANT desires to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

I. DESCRIPTION OF SERVICES

CONSULTANT agrees to perform Services set forth in Exhibit "A," in accordance with professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined therein. The word "Services," as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Services performed hereunder shall be completed to the satisfaction of SANBAG, with their satisfaction being based on prevailing standards.

II. PERFORMANCE SCHEDULE AND FORCE MAJEURE

A. The Period of Performance by CONSULTANT under this Contract shall commence on _____ and shall continue in effect until September 30, 2004, or until otherwise terminated or canceled as hereinafter directed, or unless extended by direction of SANBAG.

B. CONSULTANT shall not be considered in default in the performance of its duties and obligations with respect to schedule performance to the extent that the performance of any obligation is prevented or delayed by Force Majeure. In any event,

CONSULTANT shall use its best efforts to minimize any schedule extension or additional cost to SANBAG resulting from such delay. Force Majeure includes, but is not limited to, acts of God or of the public enemy, acts or failures to act of other agencies, in either their sovereign or Contractual capacity, voter initiatives, legal actions, changes in law, fires, floods, labor disputes, freight embargoes, unusually severe weather and interference caused by, or failure to act of, SANBAG, SANBAG'S consultants (other than CONSULTANT), or other third parties. In every case, the failure to perform must be completely beyond the control and without the fault or negligence of CONSULTANT.

III. CONTRACT PRICE AND COST PRINCIPLES

- A. Full compensation to CONSULTANT for full and complete performance of Services, compliance with all the terms and conditions of this Contract, payment by CONSULTANT of all obligations incurred in or application to CONSULTANT'S performance of Services, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SANBAG), the total compensation to CONSULTANT shall not exceed the amounts set forth in B3 below.
- B. The basis of payment for the services provided under this Contract shall be based on specific hourly billing rates of compensation for each of CONSULTANT'S employees and subcontractors.
 - 1. Monthly invoices shall itemize the number of hours spent by each employee performing project-related services multiplied by each employees' all inclusive hourly billing rate and shall be submitted in accordance with V. Invoicing and Payments.
 - 2. Monthly invoices shall itemize all hardware and software purchases made on behalf of participating agencies.
 - 3. The Not-to-Exceed total of \$276,000 includes salary, benefits, overhead, profit, hardware, software and all other expenses incurred by the CONSULTANT, as set forth in Exhibit "B".
 - 4. Any Services provided by CONSULTANT not specifically covered by the Scope of Services Exhibit A) shall not be compensated without prior written authorization from SANBAG. It shall be the CONSULTANT'S responsibility to recognize and notify SANBAG when services not covered by the Scope of Services have been requested or are required. All changes and/or modifications to the Scope of Services shall be made in accordance with IX. Changes.

IV. AVAILABILITY OF FUNDS

This Contract is awarded on the contingency of availability of funds. The obligation of SANBAG is conditioned upon the availability of funds, which area allocated and available for the payment of such an obligation. If funds are not allocated and available for the continuance of Services performed by CONSULTANT, Services directly or indirectly involved may be

suspended or terminated by SANBAG at the end of the period for which funds are available. When SANBAG becomes aware that any portion of Services which will or may be affected by a shortage of funds, it will immediately so notify CONSULTANT. Nothing herein shall relieve SANBAG from its obligation to compensate CONSULTANT for Services performed pursuant to this Contract. No penalty shall accrue to SANBAG in the event this provision is exercised.

V. TAXES, DUTIES, FEES

Except to the extent expressly provided otherwise elsewhere in this Contract, CONSULTANT shall pay when due, and the compensations set forth in III Contract Price and Cost Principles, shall be inclusive of all a) local, municipal, state, and federal sales and use taxes, b) excise taxes, c) taxes on personal property owned by CONSULTANT, and d) all other governmental fees, taxes, or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

VI. INVOICING AND PAYMENTS

- A. Except to the extent expressly stated otherwise elsewhere in this Contract, the compensation of CONSULTANT as provided herein shall be payable in monthly payments, forty-five (45) calendar days after receipt by SANBAG of an invoice prepared in accordance with instructions below. SANBAG shall retain 10% of each approved invoice and shall pay CONSULTANT the remaining balance upon delivery of the final product.
- B. CONSULTANT shall prepare all invoices in a form satisfactory to and approved by SANBAG, and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a calendar month period. Any invoice submitted, which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT'S sole expense.
- C. CONSULTANT shall furnish evidence, satisfactory to SANBAG, that all labor and materials furnished and equipment used during all periods prior to the period covered by any invoice have been paid in full. SANBAG may withhold payment of invoices until CONSULTANT furnishes such evidence.
- D. CONSULTANT shall submit separate invoices (marked with SANBAG'S Contract number) to SANBAG each month within seven (7) calendar days after the cutoff date, as follows:
 - 1. Progress invoices, for payments for Services (including additional Services authorized by SANBAG and added by a formal amendment to this Contract) completed by CONSULTANT during each progress billing period. The cutoff date for CONSULTANT'S progress invoice shall be consistent from month to month. Each progress payment shall indicate the percentage of work completed by CONSULTANT since the previous billing, if any, and the compensation to be paid by SANBAG for this work. The statement shall also describe the total Services provided from the commencement date through the date of the statement.

- E. SANBAG shall not be obligated to make final payment to CONSULTANT until CONSULTANT has delivered to SANBAG a statement and release satisfactory to SANBAG that CONSULTANT has fully performed Services pursuant to this Contract, and that all claims of CONSULTANT and its subcontractors for Services will be satisfied upon the making of such final payment; provided, however, that if CONSULTANT has made a claim for additional compensation which has not then been resolved under the dispute procedure set forth in XXVI. Disputes, then SANBAG shall make such final payment, less disputed amounts, even though such dispute has not been resolved. Upon resolution of such dispute, any additional amount due CONSULTANT shall be paid by SANBAG.

VII. DOCUMENTATION AND RIGHT OF AUDIT

CONSULTANT shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs allocated to Services, files, accounts, reports, cost proposals with backup data, and all other material relating to Services. Consultant shall, upon request, make all such materials available to SANBAG or its designee at any reasonable time during the term of the Contract and for three (3) years from the date of final payment to CONSULTANT, for auditing, inspection, and copying. CONSULTANT shall insert in each of its subcontractors the above requirement.

VIII. RESPONSIBILITY OF THE CONSULTANT

- A. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished under terms of this Contract.
- B. In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, the CONSULTANT shall, as an integral part of its services, employ quality control procedures that identify potential risks and uncertainties related to the project and the services performed by CONSULTANT within the areas of CONSULTANT services and expertise. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SANBAG to understand and evaluate the magnitude and effect of the risk and uncertainties involved.

IX. REPORTING REQUIREMENTS/DELIVERABLES

All Reports and deliverables shall be submitted in accordance with Exhibit "A," Scope of Services.

X. PERMITS AND LICENSES

CONSULTANT shall (without additional compensation) keep current all governmental permits, certificates, and licenses (including professional licenses) necessary for CONSULTANT to perform Services.

XI. TECHNICAL DIRECTION

- A. Performance of Services under this Contract shall be subject to the technical direction of the "SANBAG Contract Manager," herein defined as SANBAG's Director of Planning

and Programming or designee. The term "Technical Direction" is defined to include, without limitation:

1. Directions to the CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the Contractual Scope of Services.
 2. Provision of written information to the CONSULTANT which assists in the interpretation of specifications or Scope of Services.
 3. Review, and where required by the Contract, approval of reports and technical information to be delivered by the CONSULTANT to SANBAG under the Contract.
- B. Technical direction must be within the Scope of Services in the Contract. The SANBAG Contract Manager or designee does not have the authority to, and may not, issue any technical direction which:
1. Constitutes an assignment of additional Services outside the Scope of Services.
 2. Constitutes a change as defined in XI. Changes.
 3. In any manner causes an increase or decrease in the Contract's estimated cost or price or the time required for Contract performance;
 4. Changes any of the expressed terms, conditions, or specifications of the Contract.
 5. Interferes with the CONSULTANT'S right to perform the terms and conditions of the Contract.
 6. A failure of the CONSULTANT and SANBAG Contract Manager to agree that the technical direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto shall be subject to the provisions of XXVI. Disputes.
- C. All technical directions shall be issued in writing by the SANBAG Contract Manager or designee.
- D. The CONSULTANT shall proceed promptly with the performance of technical directions duly issued by the SANBAG Contract Manager or designee, in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the CONSULTANT, any instruction or direction by the SANBAG Contract Manager or designee, falls within one of the categories defined in B1 through B5 above, the CONSULTANT shall not proceed but shall notify the Contract Manager in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contract Manager to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, the Contract Manager shall:

1. Advise the CONSULTANT in writing within thirty (30) days after receipt of the CONSULTANT'S letter that the technical direction is or is not within the scope of the Contract XI. Changes clause of the Contract
2. Advise the CONSULTANT within a reasonable time that SANBAG will or will not amend the Contract and or issue a written change order.

XII. CHANGES

- A. The Services shall be subject to changes by additions, deletions, or revisions thereto by SANBAG. CONSULTANT will be advised of any such changes by written notification from SANBAG describing the change.
- B. Promptly after such written notification of change is given to CONSULTANT by SANBAG, CONSULTANT and SANBAG will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly. If CONSULTANT and SANBAG are unable to agree on the compensation change, the CONSULTANT may make a claim per XVII. Claims. CONSULTANT shall have no obligation to perform the changes, and shall not be entitled to compensation for Services performed on such changes, prior to the execution of the Contract amendment relating to the changes required by SANBAG.
- C. CONSULTANT shall not suspend performance of this Contract during the negotiation of any amendment, except as may be directed by SANBAG. CONSULTANT shall perform all changes in accordance with all the terms of this Contract.

XIII. CONFLICT OF INTEREST

- A. The CONSULTANT agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONSULTANT further agrees that in the performance of this Contract, no person having any such interest shall be employed.
- B. No portion of the funds received by the CONSULTANT under this Contract shall be used for political activity or to further the election or defeat of any candidate for public office.

XIV. KEY PERSONNEL

- A. The personnel specified in XIII.B Key Personnel below are considered to be essential to Services being performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services which are the responsibility of key personnel to other personnel, the CONSULTANT shall notify SANBAG reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. Diversion or reallocation of key personnel shall be subject to written approval by the SANBAG

Contract Manager. SANBAG also reserves the right to approve proposed substitutions for key personnel.

- B. Key Personnel are:

XV. PROPRIETARY RIGHTS/CONFIDENTIALITY

- A. If, as a part of the Contract, CONSULTANT is required to produce materials and information, then CONSULTANT, if requested by SANBAG, shall deliver to SANBAG the original of all such materials and information which shall become the property of SANBAG.
- B. All materials, documents, data or information obtained from SANBAG's data files or any SANBAG medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SANBAG. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SANBAG.
- C. Except as reasonably necessary for the performance of Services, CONSULTANT and its employees and agents shall hold in confidence the materials and information referred to in this XIV. Rights/Confidentiality, which are produced by CONSULTANT for SANBAG in the performance and completion of CONSULTANT'S Services under the Contract, until released in writing by SANBAG, except to the extent such materials and information become a part of public domain information through no fault of CONSULTANT, or its employees or agents.
- D. CONSULTANT shall not use SANBAG's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SANBAG.
- E. All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SANBAG unless otherwise agreed to by CONSULTANT and SANBAG.
- F. CONSULTANT agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of SANBAG, any information obtained by CONSULTANT from or through SANBAG in connection with CONSULTANT'S performance of this Contract, unless (a) the information was known to CONSULTANT prior to obtaining same from SANBAG pursuant to a prior Contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subcontractors, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SANBAG and who had, to CONSULTANT'S knowledge and belief, the right to disclose the same.

XVI. TERMINATIONS

- A. Termination for Convenience. SANBAG shall have the right at any time, with or without cause, to terminate further performance of Services by written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall discontinue performance of Services and shall preserve work in progress and completed work, pending SANBAG's instruction, and shall turn over such work in accordance with SANBAG's instructions.
1. CONSULTANT shall deliver to SANBAG, in accordance with SANBAG's instructions, all products prepared by CONSULTANT or its subcontractors or furnished to CONSULTANT by SANBAG. Upon such delivery, CONSULTANT may then invoice SANBAG for payment in accordance with the terms hereof.
 2. If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SANBAG as complete and full settlement for such termination a pro rata share of the Contract cost for such Services satisfactorily executed to the date of termination.
 3. CONSULTANT shall be entitled to receive the actual cost incurred by CONSULTANT to return CONSULTANT'S field tools and equipment, if any, to it or its suppliers' premises, or to turn over work in progress and products in accordance with SANBAG's instructions plus the actual cost necessarily incurred in effecting the termination.
- B. Termination for Cause. In the event CONSULTANT shall file a petition in bankruptcy, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its solvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, SANBAG may, without prejudice to any other rights or remedies SANBAG may have, (a) hold in abeyance further payments to CONSULTANT; (b) stop any services of CONSULTANT or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SANBAG, SANBAG may take possession of the products and finish Services by whatever method SANBAG may deem expedient. A waiver by SANBAG of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, nor be deemed to waive, amend, or modify any term of this Contract.
1. In the event of termination, CONSULTANT shall deliver to SANBAG all finished and unfinished products prepared by CONSULTANT or its subcontractors or furnished to CONSULTANT by SANBAG.

- C. All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SANBAG, satisfactory in form and content to SANBAG and verified by SANBAG. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such termination.

XVII. STOP WORK ORDERS

Upon failure of CONSULTANT or its subcontractors to comply with any of the requirements of this Contract, SANBAG shall have the authority to stop any Services of CONSULTANT or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with XV. Termination. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for increased costs or damages by CONSULTANT.

XVIII. CLAIMS

CONSULTANT shall give SANBAG written notice within seven (7) days after the happening of any event which CONSULTANT believes may give rise to a claim by CONSULTANT for an increase in the Contract Price or in the scheduled time for performance. Within fourteen (14) days after the happening of such events, CONSULTANT shall supply SANBAG with a statement supporting CONSULTANT'S claim, which statement shall include CONSULTANT'S detailed estimate of the change in Contract Price and scheduled time occasioned thereby. SANBAG shall not be liable for, and CONSULTANT hereby waives, any claim or potential claim of CONSULTANT of which CONSULTANT knew or should have known and which was not reported by CONSULTANT in accordance with the provisions of this Article. CONSULTANT agrees to continue performance of Services during the time any claim of CONSULTANT hereunder is pending. SANBAG shall not be bound to any adjustments in the Contract Price or scheduled time for CONSULTANT'S claim unless expressly agreed to by SANBAG in writing and any such adjustments in the Contract Price so agreed to in writing shall be paid to CONSULTANT by SANBAG. No claim hereunder by CONSULTANT shall be allowed if asserted after final payments under this Contract.

XIX. INSURANCE

In order to accomplish the indemnification herein provided for, but without limiting the indemnification, CONSULTANT shall secure and maintain throughout the term of the Contract, unless specified otherwise, the following types of insurance with limits as shown:

- A. Professional Liability Insurance coverage in an amount not less than \$1,000,000, per claim and in the aggregate. CONSULTANT shall secure and maintain this Insurance throughout the term of this Contract and for a minimum of three (3) years after completion and acceptance of Services by SANBAG.
- B. Workers' Compensation Insurance or state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$250,000 limits, covering all persons providing services on behalf of CONSULTANT.

- C. Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$1,000,000 aggregate written on an occurrence form.
- D. Comprehensive Automobile Liability Coverage, including owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.
- E. Proof of Coverage. CONSULTANT shall immediately furnish certificates of insurance to SANBAG evidencing the insurance coverage required above, prior to the commencement of performance of services hereunder, and such certificates shall include San Bernardino Associated Governments as additional insured on Comprehensive General Liability Insurance or Commercial General Liability Insurance and auto insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days written notice to SANBAG, and CONSULTANT shall maintain such insurance from the time CONSULTANT commences performance of services hereunder until the completion of such services.

XX. INDEMNITY

CONSULTANT agrees to indemnify, hold harmless, and defend, with counsel approved by SANBAG, SANBAG and their officers, employees (past and present), agents, and representatives from and against:

- A. Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by SANBAG of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or other items furnished or communicated to SANBAG by CONSULTANT in connection with performance of Services; and
- B. Any claim, cause of action, liability, loss, cost or expense, on account of injury to or death of persons or damage to or loss of property which arises out of or is alleged to arise out of the negligence or wrongful acts of CONSULTANT or its subcontractors, employees, or agents, in the performance of Services, and includes any and all expenses, including attorneys' fees, incurred by SANBAG for legal action to enforce CONSULTANT'S indemnification obligations hereunder.

XXI. OWNERSHIP OF REPORTS AND DATA

All reports and data developed by CONSULTANT under this agreement shall become the property of SANBAG when prepared, whether delivered to SANBAG or not. Any reuse of data by SANBAG other than for the specific intended purpose of this agreement will be at SANBAG's sole risk.

XXII. SUBCONTRACTORS

- A. CONSULTANT shall not subcontract performance of all or any portion of Services under this Contract, excepting subcontractors listed in the CONSULTANT'S proposal, without first notifying SANBAG of the intended subcontracting and obtaining SANBAG's approval in writing of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all lower-tier subcontractors.
- B. CONSULTANT agrees that any and all subcontractors of CONSULTANT will comply with the terms of this Contract applicable to the portion of Services performed by them. If requested by SANBAG, CONSULTANT shall furnish SANBAG a copy of the proposed subcontractor for SANBAG'S approval of the terms and conditions thereof and shall not execute such subcontractor until SANBAG has approved such terms and conditions. SANBAG approval shall not be unreasonably withheld.
- C. Approval by SANBAG of any services to be subcontracted and the subcontractor to perform said services will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said services.

XXIII. INSPECTION AND ACCESS

SANBAG shall at all times have access during normal business hours to CONSULTANT'S operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SANBAG, shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory services or products.

XXIV. INDEPENDENT CONTRACTOR

CONSULTANT is and shall be at all times an independent CONTRACTOR. Accordingly, all Services provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction, and control of CONSULTANT. SANBAG shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT'S employees in the performance of Services or as to the manner, means, and methods by which Services are performed. All workers furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT'S subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SANBAG.

XXV. PRECEDENCE

- A. The Contract documents consist of these General Terms and Conditions, Exhibit "A" Scope of Services, and Exhibit "B" CONSULTANT'S Cost Proposal, are incorporated herein by reference.

- B. In the event of an express conflict between any the documents which are a part of the Contract, CONSULTANT shall notify SANBAG immediately and shall comply with SANBAG's resolution of the conflict.

XXVI. COMMUNICATIONS AND NOTICES

- A. Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice. A change in address may be made by notifying the other party in writing.

For CONSULTANT:

Name: _____
Address: _____

For SANBAG:

Name: San Bernardino Associated Governments
Address: 472 North Arrowhead Avenue
San Bernardino, California 92401

- B. All communications pursuant to or in connection with this Contract shall be marked with SANBAG's Contract number.

XXVII. DISPUTES

- A. In the event any dispute arises between the parties hereto under or in connection with this contact (including but not limited to disputes over payments, reimbursements, costs, expenses, services to be performed, Scope of Services and/or time of performance), the dispute shall be decided by the Contract Manager of SANBAG or duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of SANBAG. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such appeal shall be decided by a court of competent jurisdiction.
- B. During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

XXVIII. GRATUITIES

CONSULTANT, its employees, agents, or representatives shall not offer or give to an officer, official, or employee of SANBAG, gifts, entertainment, payments, loans, or other gratuities to influence the award of a Contract or obtain favorable treatment under a Contract.

XXIX. REVIEW AND ACCEPTANCE

- A. All Services performed by CONSULTANT shall be subject to periodic review and approval by the representatives of SANBAG at any and all places where such performance may be carried on. Failure of SANBAG to make such review, or to discover defective work, shall not prejudice the rights of SANBAG at the time of final acceptance. All Services performed by CONSULTANT shall be subject to periodic and final review and acceptance by SANBAG upon completion of all Services.
- B. When Services have been completed and the products have been delivered to SANBAG, CONSULTANT shall so advise SANBAG in writing. SANBAG acceptance shall be based on those provisions set forth in the Scope of Services, Exhibit "A" within thirty (30) working days of receipt of such notice, SANBAG shall give CONSULTANT written notice of final acceptance or any Services and work which have yet to be completed or which are unsatisfactory.
- C. In the event SANBAG does not accept Services or products as submitted then upon their subsequent completion, CONSULTANT shall again so notify SANBAG, and within the above specified time period SANBAG shall give CONSULTANT written notice of final acceptance or notice that the specified unfinished Services or products have not yet been completed or are still not satisfactory. In the latter instance, the foregoing procedures with respect to such specified unfinished Services or products will be repeated. Final acceptance shall not constitute a waiver or abandonment of any rights or remedies available to SANBAG under this Contract or by law.

XXX. SAFETY

CONSULTANT shall comply strictly with all local, municipal, state, and federal safety and health laws, orders and regulations, in effect at the time of Services, applicable to CONSULTANT'S operations in the performance of Services hereunder.

XXXI. ASSIGNMENT

CONSULTANT shall not assign this Contract wholly or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

XXXII. AMENDMENTS

This Contract may only be changed by an amendment duly executed by CONSULTANT and SANBAG except, that changes to the Contract to implement administrative changes such as

approved changes in key personnel may be made by administrative amendment signed by CONSULTANT and SANBAG's Contract Manager or other duly authorized representative.

XXXIII. GOVERNING LAW

This Contract shall be subject to the law and jurisdiction of the State of California. The venue for any actions arising out of this agreement will be the Superior or Municipal Court, as appropriate for the County of San Bernardino.

XXXIV. SUSPENSION OF SERVICES

- A. SANBAG may at any time, and from time to time, by written Notice ("Suspension of Services Order") to CONSULTANT, suspend further performance of Services by CONSULTANT. Said Suspension of Services Order shall specify the date of suspension and the estimated duration of the suspension. Upon receiving any such Suspension of Services Order, CONSULTANT shall promptly suspend further performance of Services to the extent specified, and during the period of such suspension shall properly care for and protect all Services in progress. Such suspensions shall not exceed more than one hundred twenty (120) consecutive calendar days each, nor aggregate more than one hundred eighty (180) calendar days; and, if they do, CONSULTANT may, if it so elects by notifying SANBAG in writing, consider that this Contract has been terminated for convenience of SANBAG. If the Contract has not been so terminated by CONSULTANT, then SANBAG may at any time withdraw the Suspension of Services Order as to all or part of the suspended Services by written notice to CONSULTANT specifying the effective date and scope of withdrawal, and CONSULTANT shall resume diligent performance of Services for which the suspension is withdrawn on the specified effective date of withdrawal.
- A. If CONSULTANT believes that any such suspension or withdrawal of suspension justifies modification of the Contract compensation, CONSULTANT may request additional compensation and CONSULTANT and SANBAG will attempt to negotiate a mutually acceptable change in compensation and amend the Contract accordingly. If CONSULTANT and SANBAG are unable to agree on a change in compensation, CONSULTANT may request adjustments to either the Contract Price or the scheduled time for performance in accordance with XVII. Claims. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such suspension.

XXXV. ENTIRE DOCUMENT

- A. This Contract and its attachments constitute the sole and only agreement governing Services and supersedes any prior understandings, written or oral, between the parties respecting the within subject matter. All previous proposals, offers, and other communications, written or oral, relative to this Contract are superseded except to the extent that they have been incorporated into this Contract.
- B. No agent, employee or representative of SANBAG has any authority to bind SANBAG to any affirmation, representation or warranty outside of, or in conflict with, the stated terms

of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.

XXXVI. ATTORNEYS' FEES AND JURY TRIAL WAIVER

- A. CONSULTANT and SANBAG hereby waive their respective right to trial by jury and agree to accept trial by judge alone of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either CONSULTANT against SANBAG or SANBAG against CONSULTANT on a matter whatsoever arising out of, or in any way connected with, this agreement, the relationship of CONSULTANT and SANBAG, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect, regardless of whether such action or proceeding concerns any Contract or tort or other claim. The parties acknowledge that this waiver of jury trial is a material inducement to each of them to enter into this agreement and that they would not have entered into this agreement without this jury trial waiver. The parties further agree that each of them has had the opportunity to consult with counsel of its own choosing in connection with this jury trial waiver and understands the legal effect of this waiver.
- B. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under XIX. Indemnity.

XXXVII. WARRANTY

- A. A 5-year warrantee for all hardware and software provided. Consultant will replace materials, including all cost to install, upon proof of material failure determined to be CONSULTANTS fault.
- B. Three years worth of ATCAS software support and updates.

XXXVIII. OFFICE OF TRAFFIC SAFETY (OTS) GENERAL TERMS, CONDITIONS, AND CERTIFICATIONS

CONSULTANT, and any and all subconsultants, agrees to abide by the General Terms, Conditions, and Certifications contained in OTS Program Manual, Volume II, Chapter 6, Exhibit 6-B, Rev. 4-01, all of which by reference herein shall be made a part of this agreement. OTS Volume II is available at www.ots.ca.gov.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

San Bernardino Associated Governments

By: _____

By: _____
Bill Postmus, President
SANBAG Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Ron Reitz
SANBAG Counsel

EXHIBIT “A”

Scope of Services

By and between

**San Bernardino Associated Governments/
San Bernardino County Transportation Commission**

And

for

Development and Implementation

for

Countywide Automated Traffic Collision Analysis System

EXHIBIT “A”

SCOPE OF SERVICES DEVELOPMENT AND IMPLEMENTATION OF A COUNTYWIDE AUTOMATED TRAFFIC COLLISION ANALYSIS SYSTEM

PROJECT OBJECTIVES

CONSULTANT will complete a series of five groups of tasks to assist SANBAG with the completion of the following objectives detailed in SANBAG’s grant agreement with the Office of Traffic Safety:

1. To design a cost effective countywide implementation program for the establishment of a GIS-based collision records and analysis system for at least 19 cities in San Bernardino County.
2. To identify a GIS-based records and analysis system and associated hardware needs, for deployment to all participating cities with the following operational characteristics:
 - Ensure the network system includes a relational database management system (RDMS) for storing and processing data.
 - Collisions – files containing all pertinent and desired fields included in the current collision report (CHP Form 555).
 - Roadway Location File – using a geographical information system (GIS), a computer based application that references relevant geographic reference points on a grid. The developed system must also provide for data output in the form of drawing or plotting software.
 - Operational Characteristics – a computer application providing the ability to report average daily traffic volumes, peak hour segment volumes, speed limits, and other relevant highway, land use or environmental attributes of relevance to traffic operations.
3. To update the city/county street centerline map of approximately 14,000 miles, including the geographical coordinates of each identifiable node, to ensure that the network has the ability to provide data to an automated mapping application.
4. To provide a comprehensive electronic traffic records network including software and, where needed, hardware for the transportation and traffic engineering staff of all local agencies in the County.
5. To implement a software application to provide the means of producing a current report identifying the number and severity of collisions occurring at critical locations, and ranking collision locations by the number and primary collision factor (PCF) in each and every participating agency in the County.
6. To implement software with the ability to correlate collisions with components such as roadway design, level of traffic control, visibility, traffic volumes, and other relevant factors not within the control of the drivers.
7. To reduce the time it takes to identify high collision locations, produce special and statistical analyses, and collision research.
8. To create a Traffic Safety Procedure Manual and train two staff members from each participating agency in the operation and maintenance of the system software.

9. To identify 60 critical intersections and 45 critical street segments where collisions exceed established definitions of a high collision location.
10. To e-mail all press releases or media advisories, alerts, and material to the OTS Public Information Officer at pio@ots.ca.gov and OTS Regional Coordinator for approval prior to their release.
11. To use the following standard language in all press materials: *"Funding for this program was provided by a grant from the California Office of Traffic."*
12. To submit print clips by 9 a.m. to the Regional Coordinator AND the Public Information Officer, via e-mail at pio@ots.ca.gov or fax at (916) 262-2960 (e-mail preferred). All clips will include publication name and date the article was published.
13. To develop an Operational Plan to establish the method of operation and the policies applicable to carry out the grant program.
14. To have each city involved in this project establish regular meetings between their police department and their department of public works to share the collected traffic related data.

TASK I: ASSESSMENT OF NEED – BY SEPT. 15, 2003

CONSULTANT will work with SANBAG and its member jurisdictions to determine the hardware and software needed to ensure that each agency is equipped with the best possible Automated Traffic Collision Analysis System (ATCAS). As a result of having varying existing systems, the needs of the participating agencies are also likely to vary. Unless a jurisdiction would rather have the ATCAS and associated Geographic Information System (GIS) software loaded onto their existing hardware/network, the CONSULTANT will supply each participant with the needed name brand hardware. The hardware supplied will have the following minimum specifications:

- ☐ 5 Gigabyte Hard Drive
- ☐ Pentium 300 Mhz or faster
- ☐ 64 MB of RAM
- ☐ CD-ROM drive
- ☐ Windows 98, NT, or 2000
- ☐ 19 Inch Monitor

TASK II: OPERATIONAL PLAN – BY DEC. 15, 2003

The methodology for implementation of a countywide ATCAS will include multiple phases documented in an Operational Plan. Phase I will address method of operation and policies applicable to carry out this grant program- implementation of a countywide system. The methodology will list the needs of each jurisdiction and include consideration for expansion of the operating system for data exchange (i.e. potential Internet application) and extended analyses purposes (i.e. incorporation of collision data in other projects such as transportation monitoring) as well as specify what data is needed and how and when it will be obtained. This initial phase will utilize Statewide Integrated Traffic Records System (SWITRS) data for jurisdictions that are not already receiving reports from their local police departments. CONSULTANT will meet with the ATCAS Steering Committee to discuss the planned methodology prior to implementation.

The system itself will be designed to have the following operational characteristics:

- ☐ A relational database management system (RDMS) for storing and processing data.

- ❑ Collisions files that contain all pertinent and desired fields included the in California Highway Patrol and Police Department Form 555, including the collision report number.
- ❑ A GIS-based roadway location file with compass orientation and distances between cross streets that provides for data output in the form of maps.
- ❑ An application that provides the ability to report average daily traffic volumes, peak hour segment volumes, speed limits, and other relevant highway, land use or environmental attributes of relevance to traffic operations. (Note: SANBAG already has a GIS-based Highway Inventory file that includes the number of lanes, speed limit, and median type for all arterial roads, a 2000 Existing Land Use file, and some traffic volume data, all of which have been registered to the County Centerline file.)
- ❑ A current, easy to maintain, network correspondence table.
- ❑ Ability to analyze collision information, calculate collision rates, and plot collision diagrams on roads (mid-block) and intersections for all participating agencies.
- ❑ Ability to scan police reports directly into the database for those cities currently relying on hard copy police reports (as opposed to manually keying in each report).
- ❑ Fully integrated with the County of San Bernardino's collision analysis system.
- ❑ An application to provide the means of producing current reports that identifies the number and severity of collisions occurring at critical locations, and that rank collision locations by the number and primary collision factor (PCF) within each participating jurisdiction.
- ❑ Ability to correlate collisions with components such as level of traffic control, visibility, traffic volumes, and other relevant factors not within the control of the drivers.

The later phases will include suggestions for further improvement should SANBAG and/or an affiliated agency succeed in obtaining additional grant funding from the Office of Traffic Safety for expansion of the program created by this contract. Focus will be on improving the quality of collision data used by providing local police departments with personal digital assistants (PDAs) that reduce the number of spelling and location errors and may be directly linked to the City Engineers' systems. The potential use for of a secure Internet site that reduces maintenance redundancies and allows for inter-jurisdictional access to collision data and analysis tools will also be addressed.

TASK III: DATA ACQUISITION – BY FEB. 15, 2004

The necessary work elements and data input and generation identified below will be completed in order to deliver a fully operational GIS based ATCAS:

- ❑ Develop a master table of all street names for each jurisdiction.
- ❑ Create a street layout table consisting of all roadway segments with distances between cross-streets and compass orientation.
- ❑ Digitize peak traffic volumes and turning movement information (to the extent to which it has already been collected) for the last three years.
- ❑ Review availability and desirability of inputting additional street attribute data available through the SANBAG/SCAG Highway Inventory project, including roadway classification, number of travel lanes, parking restrictions, etc.
- ❑ Secure and input the most recent (from initiation of contract) three years worth of SWITRS collision records into the System database, correcting for location and street name discrepancies.
- ❑ Review and update, as necessary, the County's GIS Street Centerline map to include any missing or additional roadway attributes necessary to operate the System's analysis function.
- ❑ Secure other needed basemaps.

TASK IV: SYSTEM IMPLEMENTATION – BY JUNE 15, 2004

The ATCAS will be integrated into SANBAG's Transportation Monitoring Program, through a comprehensive electronic traffic records network for the collection and distribution of collision data. Initially, this program will not be available to the general public but focused on coordination between State, regional, and local agencies to streamline the data collection and analysis process, and reduce the resource requirements associated with this activity. This program will be designed to optimize the transfer of transportation system performance data needed to support countywide planning and programming decisions, accessible by all local agencies in the County and displayed through the use of GIS.

The CONSULTANT will perform all tasks needed to implement Phase I of the prescribed methodology, including installation of all ATCAS hardware, software, and basemaps for SANBAG and the appropriate department of each participating agency. This work effort will be coordinated with a similar project currently underway for the County of San Bernardino through the Department of Public Works.

At least two staff members from each participating agency will be trained in the operation and maintenance of the system software and a Traffic Safety Procedure Guide will be created to serve as a program manual and documentation of protocol. The Guide will establish a protocol among the participating agencies for ongoing maintenance and quarterly updates of SWITRS collision data and other pertinent traffic data used in the Records and Analysis Program, as well as a definition of service and support levels to be provided by the consultant and/or SANBAG to participating agencies in the operation of the software program.

As orientation/training in the use of this system, the CONSULTANT will lead agency staff in the performance of data analysis as described in the project objectives, including identification of critical intersections and street segments where collisions may exceed regional standards, identification of the primary collision factor at critical intersections in each jurisdiction, and identification of potential remedial actions.

CONSULTANT will also assist in the establishment of regular meetings between each participating agency's department of public works and police department to share collected traffic related data. (Though a direct link and exchange of information may not be accomplished for all jurisdictions involved, it is important to lay the ground work down for future improvements to the program.)

TASK V: PERFORMANCE ANALYSIS AND FINAL REPORT – BY SEPT. 15, 2004

The Steering Committee will review the project's performance and make recommendations for changes/adjustments to the collision system where needed. Evaluation of the project as a whole will also be conducted to assess how well the project accomplished the goals outlined in SANBAG's Office of Traffic Safety grant application, the degree of adherence to the grant agreement, and cost effectiveness of the project.

Using the data compiled, the CONSULTANT, with ATCAS Steering Committee participation, will evaluate: (1) how well the stated project goals and objectives were accomplished; (2) if all the activities outlined in Phase I of the Operational Plan were performed in accordance with the grant agreement; and (3) was the project cost effective?

The Final Report will also include a sample of what the ATCAS is capable of through the identification of 60 critical intersections and 45 critical street segments where collisions may

exceed regional standards, identification of the primary collision factor at critical intersections in each jurisdiction, and identification of potential remedial actions in San Bernardino County.

DELIVERABLES

- ❑ An Operational Plan document that describes both what is needed to complete Phase I (the scope of this contract) and suggestions for future developments.
- ❑ A comprehensive electronic traffic records network including software and, where needed, hardware that meets the specifications detailed in Phase I of the Operational Plan for the transportation and traffic engineering staff of all participating agencies.
- ❑ A Traffic Safety Procedure Manual that documents the process needed to run the ATCAS, both technical and procedural.
- ❑ A quote for continued software support and updates for each participating agency.
- ❑ Quarterly reports on progress and an invoice for the work completed by every:
 - January 15
 - April 15
 - July 15
 - October 15
- ❑ A Final Project Report

EXHIBIT “B”

Cost Proposal

By and between

**San Bernardino Associated Governments/
San Bernardino County Transportation Commission**

And

for

Development and Implementation

for

Countywide Automated Traffic Collision Analysis System